U. S. 33, 36 Sup. Ct. 7, 60 L. Ed. 131, L. R. A. 1916D, 545, Ann. Cas. 1917B, 283. However far members of an organization may go in an attempt to force an employer to employ members of the organization, an attempt to force him to desist from working himself in his own business is clearly an invasion of the rights secured to him by the Constitution. Berry *v.* Donovan, 188 Mass. 353, 74 N. E. 603, 5 L. R. A. (N. S.) 899, 108 Am. St. Rep. 499, 3 Ann. Cas. 738; Willner *v.* Silverman, 109 Md. 341, 71 Atl. 962, 24 L. R. A. (N. S.) 895; Gray *v.* Building Trades Council, 91 Minn. 171; Brennan *v.* United Hatters, 73 N. J. Law, 729, 65 Atl. 165, 9 L. R. A. (N. S.) 254, 118 Am. St. Rep. 727, 9 Ann. Cas. 698; Hundley *v.* L. & N. Ry. Co., 105 Ky. 162, 48 S. W. 429, 63 L. R. A. 289, 88 Am. St. Rep. 298; Erdman *v.* Mitchell, 207 Pa. 79, 56 Atl. 327, 63 L. R. A. 534, 99 Am. St. Rep. 783; De Minico *v.* Craig, 207 Mass. 593, 94 N. E. 317, 42 L. R. A. (N. S.) 1048; Hitchman Coal & Coke Co. *v.* Mitchell, 245 U. S. 229, 38 Sup. Ct. 65, 62 L. Ed. ——, Ann. Cas. 1918B, 461.

"If the facts bear out plaintiff's claim that the purpose of defendants is to compel him to cease working as an operator in his own business, it will follow that they are seeking to accomplish an unlawful purpose, and that the acts by which they are attempting to prevent the public from patronizing him will fall within the class of acts which the law deems malicious, and which it is the duty of the courts to restrain. Hitchman Coal & Coke Co. *v.* Mitchell, 245 U. S. 229, 38 Sup. Ct. 65, 62 L. Ed. ——, Ann. Cas. 1918B, 461. Acts which may not be unlawful if committed for the purpose of inducing an employer to discharge one workman, or set of workmen, in order to give employment to another workman, or set of workmen, may be enjoined if committed for the purpose of depriving the employer of the right to use his own skill and ability in the furtherance of his own business, for his right to work in his own business is superior to the right of any other in respect to such business."

Interstate Commerce—Transportation Held Intrastate.—In Settle *v.* Baltimore, etc., R. Co. (Circuit Court of Appeals, Sixth Circuit), 249 Fed. 913, it appeared that interstate shipments of carloads of lumber were billed to a point where the cars were received by the consignee and the freight paid, and that the carrier made a trackage charge for placing the cars on a house track. The cars were not unloaded but were rebilled from such point to another point in the same state on same carrier's line. It was held that such second shipment was separate and intrastate and governed by intrastate rates. The court said: "It is well settled that whether a given transportation is interstate or intrastate must be determined by the essential character of the commerce, and that an interstate charac-

ter cannot be evaded by the mere device of billing to an intermediate point and then rebilling from that point. So. Pacific Term. Co. *v.* Interstate Commerce Commission, 219 U. S. 498, 31 Sup. Ct. 279, 55 L. Ed. 310; Ohio R. R. Com. v. Worthington, 225 U. S. 101, 32 Sup. Ct. 653, 56 L. Ed. 1004; Texas & N. O. R. Co. *v.* Sabine Tram Co., 227 U. S. 111, 33 Sup. Ct. 229, 57 L. Ed. 442; Louisiana R. R. Com. *v.* Texas & Pac. R. Co., 229 U. S. 336, 33 Sup. Ct. 837, 57 L. Ed. 1215; A., T. & S. F. Ry. Co. *v.* Harold, 241 U. S. 371, 36 Sup. Ct. 665, 60 L. Ed. 1050; Kanotex Refining Co. *v.* A., T. & S. F. Ry. Co., 34 Interst. Com. Com'n, 271; McFadden *v.* Alabama Gt. Southern Ry. Co. (C. C. A. 3) 241 Fed. 562, 154 C. C. A. 338. * * * In Louisiana R. R. Com. *v.* Texas & Pacific Ry. Co., supra, it was held that staves and logs intended by the shipper to be exported to foreign countries and shipped from points within the state to a seaport, also therein, from which they were to be exported, were in interstate and foreign commerce, notwithstanding they were shipped on local bills of lading for the initial journey, and so were subject to interstate and not intrastate charges, and within federal and not state jurisdiction. This case is in the same class with the Sabine Tram Company Case, supra. Among the considerations mentioned, as indicating a continuous carriage, was the fact that 'no demurrage was tendered by the shipper or consignee or received by the carrier on account of delays in handling beyond the four days allowed by the rules.' 229 U. S. 340, 33 Sup. Ct. page 839 (57 L. Ed. 1215).

"In Atchison, T. & S. F. Ry. Co. *v.* Harold, supra, it was held that, although the original interstate bill of lading of a car shipment was surrendered for an intrastate bill while the car was still in transit yet, if the car moved in continuous interstate commerce shipment from its departure to its destination, delivery at an intermediate point and substitution of an intrastate bill of lading is not such a new and distinct shipment as takes the car out of interstate commerce.

"In Kanotex Refining Co. *v.* A., T. & S. F. Ry. Co., supra, the company's refinery was at Caney, Kan., from which it shipped oil to one of its distributing stations at Woodward, Okl. In order to get the benefit of lower freight rates, it billed its shipments to Kiowa (the point in Kansas nearest Woodard) consigned to an agent, whose sole function was to act as consignee and to rebill the interstate shipments to Woodward, he occasionally paying freight charges therefor. 'As a matter of fact, the cars were sometimes actually handled from Caney through to Woodward in the same train.' No actual possession was taken by the agent and 'no constructive possession other than that involved in the rebilling at Kiowa as described.' 34 Interst. Com. Com'n, 272. The Commission held that what the shipper desired and received was 'through movement,' and that the billing and rebilling was done 'without taking or intending to take a real possession of

the shipments' at Kiowa, and 'were mere pro forma and paper transactions without substance, except as they might be the means of getting the through service to Woodward at less than the lawful rates.' 34 Interst. Com. Com'n, 276.

"In McFadden *v.* Alabama Gt. Southern Ry. Co., supra, cotton was shipped from Albertville, Ala., by the N., C. & St. L. Ry. to Attalla, Ala., thence by the Alabama Great Southern to Birmingham, Ala., on through bill of lading to that point. At Birmingham the cotton was compressed (the right to interrupt the journey for that purpose existing under the original shipment), the original bill of lading surrendered and the cotton rebilled to points without the state, not, however, from Birmingham, but back from Attalla, the rate from which peint to the point outside the state (minus the local rate already paid from Attalla to Birmingham, for which the shipper got credit) plus the local rate previously paid from Albertville to Attalla, was less than the full rate from Albertville to the point outside the state. In affirming judgment for the difference between this latter through rate and the sum of the rates paid, stress was laid upon the facts that the cotton remained at Birmingham 'always in the possession and control of the carrier,' that it was never delivered there to the shipper 'as it might have been,' and no control taken by him, except by rebilling from Attalla cotton then physically present at Birmingham. 241 Fed. 564, 566, 567, 154 C. C. 338. * * * A new shipment by a consignee of an interstate shipment in the cars in which received to other points of destination does not necessarily establish continuity of movement or prevent reshipment to a point within the same state from having an independent and intrastate character. Gulf, Colorado & S. F. Ry. Co. *v.* Texas, 204 U. S. 403, 27 Sup. Ct. 360, 51 L. Ed. 540 —the Texarkana Case; C., M. & St. P. Ry. Co. *v.* Iowa, 233 U. S. 334, 343, 34 Sup. Ct. 592, 58 L. Ed. 988. In the former of these cases it was held that the interstate shipment (in that case carload lots) on reaching the point specified in the original contract of transportation ceased to be an interstate shipment, and that its further transportation to another point within the same state, on the order of the consignee, is controlled by the law of the state and not by the interstate commerce act. In the other case it was held that shipments of coal when reshipped after arrival from points without the state (and acceptance by the consignees) to points within the state on new and regular billing forms constituted intrastate shipments and were subject to the jurisdiction of the state railroad commission. We have not overlooked the fact that in the Texarkana Case the consignee did not have full title to and control of the shipment until its arrival at the point of reshipment; nor that in the Iowa case the point beyond which the coal was to be shipped was not determined until after its arrival at the point where the reshipment occurred. In the Ohio Railroad Commission Case, supra, the Texarkana Case was

expressly distinguished upon the ground that 'there a new and independent contract for intrastate shipment was made, the interstate transportation having been completely performed.' It was similarly distinguished in the Sabine Tram Company Case, supra (227 U. S. 130, 33 Sup. Ct. 229, 57 L. Ed. 442)—citing the language just quoted —as well as in others of the cases we have discussed. But neither of these two cases has been overruled or criticized. * * *

"May not a passenger by rail, desiring to travel from a point in one state to a point in another state, lawfully pay the local fare to the state line (or the interstate fare to a point beyond the state line) and then pay the local fare therefrom to a point within the state; or, again, may not one, in the course of shipping freight from one state to another, lawfully ship to the state line or just beyond it, at the local or interstate rate, as the case may be, and there receive actual delivery of the freight and thereupon reship locally? Neither of the suggested cases seems, in principle, opposed to the Interstate Commerce Act, for, in each case, the passenger or shipper, as the case may be, loses the benefit of a through shipment. The passenger may have to leave the train to buy a new ticket, or may be required to pay his fare, perhaps at an inconvenient time, or to take the risk of inconvenience otherwise, as in respect to rechecking baggage. The shipper of freight must personally or by agent go to the trouble of accepting delivery and making reshipment, perhaps submitting to delays and (if in carload shipment) perhaps to unloading and reloading and possibly to paying demurrage. He also loses the benefit of the liability of the initial carrier. In each case some benefit incident to through transportation is given up. That such transaction is not necessarily a mere evasion of the act, and so unlawful, finds express support in Gulf, etc., Ry. Co. *v.* Texas, supra, 204 U. S. at page 413, 27 Sup. Ct. 360, 51 L. Ed. 540."

Religious Societies—Jurisdiction of Courts over Religious Questions.—In Bendewald *v.* Levy, 168 N. W. 693, the Supreme Court of North Dakota held that a civil court has no jurisdiction to decide doctrinal questions or the existence of schisms in religious denominations as such matters are for the determination of the ecclesiastical authority or judicatories which exist within the religious organization. The court said: "We are asked to determine the fundamental orthodox doctrines of the Lutheran Church by investigating and examining its symbolical books, its confessions of faith, such as are found in the Augsburg Confessions and portions of the Smalcald Articles, and other fundamental sources of authority upon which such faith rests, and to determine whether or not the defendants have departed from such faith, or which of the two contesting parties to this action are adhering to the orthodox principles of such forth. To do this is not within the power of the civil courts,